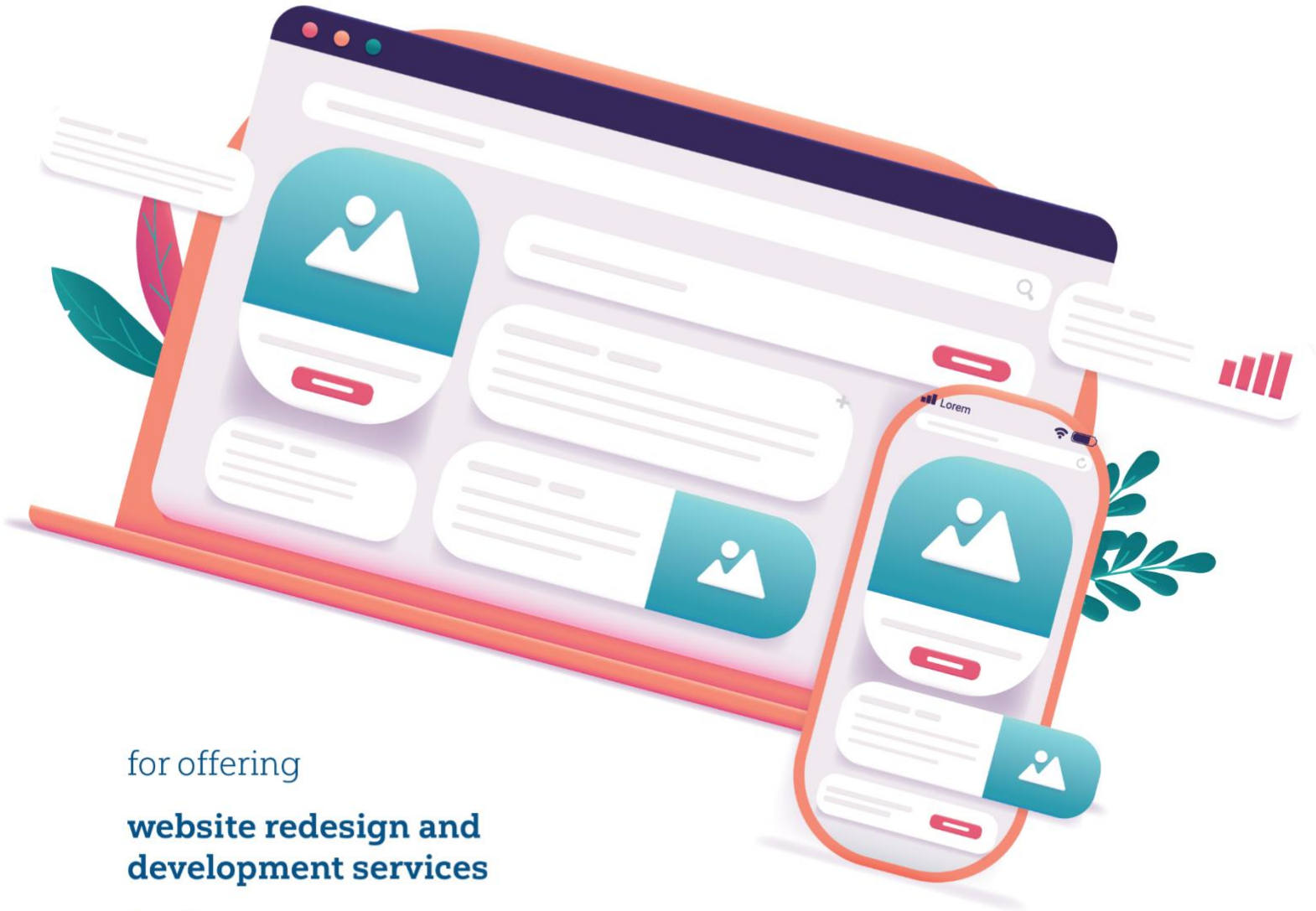




REQUEST FOR PROPOSALS

2023-03



for offering

**website redesign and
development services**

for the

**New Jersey School Boards
Association (NJSBA)**

ATTENTION: CARL TANKSLEY, ESQ.

PROPOSALS DUE: July 27, 2023 • 2:00 p.m. EDT

Carl Tanksley, Esq.
General Counsel, NJSBA

Phone: 609-278-5245
Email: ctanksley@njsba.org

June 26, 2023

To: Interested Respondents:

The New Jersey School Boards Association, hereinafter NJSBA, is seeking proposals for the comprehensive redesign, and deployment of the NJSBA's current website, located at www.njsba.org.

NJSBA is a governmental entity, a body corporate and politic, with corporate succession, established by the New Jersey Legislature. All boards of education of the various school districts in New Jersey are members of the Association, *N.J.S.A. 18A:6-45 et seq.* Additionally, New Jersey's public charter schools may join NJSBA. Hereinafter these parties are collectively referred to as NJSBA's "membership."

NJSBA will select a proposer through a competitive contracting process. Your proposal to redesign, recreate and deploy the NJSBA website shall be in accordance with the attached Request for Proposals and fully comply with:

- NJSBA's Policy on Purchasing Procedures GO/3323 section A-21.
- Federal and New Jersey state laws and regulations.

Attention is called to A-4 of the RFP governing Requests for Information, Clarifications, and Submission of sample agreements for consideration.

Responses to the RFP must be submitted to NJSBA's representative no later than **2:00 p.m. July 27, 2023**. Proposals must be in a sealed opaque envelope and clearly marked "**Consultant response to redesign NJSBA's website RFP 2023-03.**"

Thank you for your interest.

Sincerely,

Carl Tanksley, Esq.
General Counsel

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PART A. – INSTRUCTIONS TO PROPOSERS

INTENT

The intent of this Request for Proposal is to solicit proposals to obtain the comprehensive services of a proposer to redesign, recreate and deploy the NJSBA's website, located at www.njsba.org.

The selected proposer shall provide the following services:

- A. Delivery of a website built on an easy-to-maintain content management system, WordPress or equivalent and included as part of the fee proposal;
- B. Content strategy for the new website;
- C. Content migration from the existing site;
- D. Integration with the following platforms: NJSBA's Association Management System (AMS)/ Cobalt; its LMS, Canvas; its communities platform, Higher Logic; its Grants Portal, The Grants Office; and its board management/policy system, BoardDocs, and other NJSBA developed applications;
- E. Integration of customizable dashboards based on logged-in user roles;
- F. Improved website design, interface, usability, and user-friendliness;
- G. An easy-to-use, intuitive and intelligent search function;
- H. A website with extensive, exclusive, members-only content (including dynamic content based on the user's history and preferences);
- I. A responsive website that works across various devices (smartphones, tablets, etc.) and on multiple browsers;
- J. A site design that effectively blends multimedia content, including video, audio, graphics, online programs/webinars, etc.;
- K. Incorporation of a user-friendly analytics tool;
- L. A website that meets current WCAG guidelines to ensure compliance with the Americans with Disabilities Act;
- M. Ability to develop interactive features and databases.

A-1. GENERAL INSTRUCTIONS

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. Proposers shall submit responses that are complete, thorough and accurate. Sales brochures and other similar material should not be included in a proposer's response. The response shall be descriptive, numbered and formatted as set forth in Part E Form of Proposal, and must contain sections in the same order as provided in the sections C-4 through C-7. Proposers are instructed to clearly identify any requirement of this RFP that the proposer cannot satisfy. A proposer's failure to comply with all provisions of this RFP may disqualify the proposer's response.

- A. The proposer understands and agrees that its bid is submitted on the basis of the specifications prepared by NJSBA. The proposer accepts the obligation to become familiar with these specifications.
- B. Proposers are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective proposer who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to *N.J.S.A. 40A:11-13*. In the event the proposer fails to notify NJSBA of such ambiguities, errors or omissions, the proposer shall be bound by the requirements of the specifications and the proposer's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any proposer. Such request shall be in writing, addressed to NJSBA's representative stipulated in the specification. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening of the bid for goods and services.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective proposers. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the proposer in the bid by completing the Acknowledgement of Receipt of Addenda form. NJSBA's interpretations or corrections thereof shall be final. Pursuant to *N.J.S.A. 40A:11-23(c)(1)* when issuing addenda, NJSBA shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from ctanksley@njsba.org. It is recommended that proposers include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.
- E. Discrepancies in Bids
 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by NJSBA of the extended totals shall govern.

ii.

F. Optional Pre-Bid Conference

If stated in the Notice to Proposers and checked below:

- A Pre-Bid Conference will not be held.
- A pre-bid conference for this proposal will be held on July 10, 2023 at 11 a.m. via Teams. [Click here to join the meeting](#) or go to www.microsoft.com/microsoft-teams/join-a-meeting and enter in meeting ID: 244 282 318 737, passcode: GAbWSC. If you have trouble joining, please contact charrison@njsba.org.

A-2. SUBMISSION OF BIDS

- A. Sealed bids shall be received by NJSBA, in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids shall be received by the designated representative at 2:00 pm and at 413 West State Street, Trenton, New Jersey 08618 as stated in the Notice to Proposers, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to NJSBA, (2) bearing the name and address of the proposer written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and proposal number of the contract being bid. The proposer shall include one original and one copy of its proposal in its bid submission.
- D. It is the proposer's responsibility to present bids to the NJSBA prior to or at the time and at the place designated. Bids may be hand delivered or mailed; however, NJSBA disclaims any responsibility for bids forwarded by regular or overnight mail. Bids sent by express mail or delivery service must either 1) include the designation in sub-section I, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to NJSBA before the time of opening of bids may be withdrawn upon written application of the proposer who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. More than one bid from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.
- G. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by NJSBA in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

- H. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the proposer, and be signed by an authorized representative as follows:
 - i. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - ii. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - iii. Bids by sole-proprietorship shall be signed by the proprietor.
 - iv. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

- I. Proposer should be aware of the following statutes that represent “Truth in Contracting” laws:
 - i. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by proposers. It is a serious crime for the proposer to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - ii. N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - iii. N.J.S.A. 2C:27-11 provides that a proposer commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - iv. Proposer should consult the statutes or legal counsel for further information.

- J. Pay-to-Play Disclosure - Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary, Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

A-3. PROPOSAL SECURITY AND BONDING REQUIREMENTS

A bid guarantee is not required for this proposal.

A-4. RESPONSE TO REQUEST FOR PROPOSALS

The successful proposer must meet or exceed the professional qualifications and requirements set forth in the RFP and shall provide all of the information requested herein. Proposers may submit supplemental information that it deems would be useful for NJSBA in evaluating its proposal. Proposers are encouraged to be clear, factual, and concise in presentation of information.

Proposers are cautioned, however, that the response must meet the minimum RFP requirements. Failure to comply with the requirements of this RFP may disqualify the proposer’s response from consideration.

A-5. DEADLINE FOR RESPONSES (SEE PART E FORM OF PROPOSAL)

Responses to the RFP must be submitted to NJSBA's representative no later than **2 p.m. July 27, 2023**. Proposals must be in a sealed opaque envelope and clearly marked "**Consultant response to redesign NJSBA's website 2023-03**." Proposals should identify a contact person and the name and office of the person who prepared the proposal and must be signed by a person authorized to bind the entity submitting the proposal.

Proposals must be addressed to:

New Jersey School Boards Association
413 West State Street
Trenton, New Jersey 08618
ATTENTION: Carl Tanksley, Esq., General Counsel

Submission requirements: Proposals must include 1 original hardcopy; 1 additional copy; and 1 electronic copy on a USB drive. Proposals may also be emailed to ctanksley@njsba.org.

NJSBA shall not be responsible for misdirected submissions. Responses received by NJSBA after the date and time specified above will not be considered and will be rejected upon receipt.

A-6. QUESTIONS OR REQUESTS FOR CLARIFICATION

(See Part F Appendix A)

Proposers shall direct all questions or requests for information in writing by certified mail, for email using the form included as Part F Appendix A - Questions, Requests for Clarification and Exceptions Form to:

Carl Tanksley, Esq., General Counsel, New Jersey School Boards Association
413 West State Street
Trenton, New Jersey 08618
Email: ctanksley@njsba.org

All questions and/or requests for information must contain a postal address, and email address to which responses can be directed.

All proposers should note that NJSBA will not negotiate the terms of a proposal. Accordingly, any issues that a proposer may have with regard to the legal or technical terms of the request for proposals or any anticipated exceptions, including any indemnification or other terms of contract thereto, must be raised within the question period and resolved before the submission of a proposal. Accepted proposals will be subject to the terms contained herein.

All questions and/or requests for information should reference the section or addendum of the RFP and the page number to which they pertain and should be asked in consecutive order, from beginning to end, following the organization of the RFP. Except for brief procedural matters, there will be no response to oral inquiries. Questions must be submitted no later than July 13, 2023. Potential proposers are urged to submit

questions pertaining to core Terms of Agreement as soon as possible, but no later than the date provided above, so available time is maximized to resolve those questions before the proposal is due. All questions must be submitted on Appendix A.

The final form of the agreement will be subject to NJSBA's policies and all applicable public contracting statutes, rules and regulations. Any provision of any submitted proposal that is in conflict with the foregoing shall be null and void, unless otherwise approved pursuant to the requirements for ambiguity, conflicts or errors below.

A-7. ANTICIPATED SCHEDULE OF EVENTS

Step #	Item	Deadline
1.	Request for Proposal published	6/26/2023
2.	Pre-submission question-and-answer session	7/10/2023 (11 a.m.)
3.	Cutoff for questions and clarifications	7/13/2023
4.	Proposals due	7/27/2023 (2 p.m.)
5.	Interview of finalists (if necessary)	8/7 – 8/8/2023
6.	Award contract	8/14/2023

A-8. AMBIGUITY, CONFLICT OR ERRORS IN THE RFP

If a proposer discovers any ambiguity, conflict, discrepancy, omission or error in the RFP, the proposer shall immediately notify Carl Tanksley, Esq., NJSBA General Counsel, of such error in writing which can be delivered by hand, mail, overnight carrier as described in Section A-6 above, or by email addressed to ctanksley@njsba.org.

A-9. REVISIONS TO THIS RFP

In the event it becomes necessary to clarify or revise this RFP, such clarification or addendum shall be issued by NJSBA by written addendum to the RFP.

Any RFP addendum shall be delivered by certified mail, or email. Only those proposers who have already received the proposal documentation directly from NJSBA will be provided the addendum unless the person notifies NJSBA's representative that it seeks to be included on the distribution list for any addenda.

Any addendum, clarification and/or revision to this RFP shall become part of this RFP and part of the contract arising from the RFP. Proposers shall include a listing of received RFP addendums as part of the proposal on Proposal Form #5 - Acknowledgment of Receipt of Addenda.

A-10. PROPOSAL FORM

Each proposer must submit one (1) original; one (1) additional copy; and one (1) electronic copy of the proposal on a USB drive. Each proposal shall be duly executed. All corrections, whiteouts, erasures, or other forms of alteration to prices must be initialed in ink and dated by the proposer.

A-11. PROPOSER REPRESENTATION

Proposal must be signed by a duly authorized signatory and shall provide the full business address on the signature form provided in this proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations or other business entities shall be signed with the name of the corporation or other business entity followed by the signature and title designation of an individual authorized to bind the corporation or business entity in the matter.

A-12. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS

All changes to proposal documents shall be through written addenda, clearly marked and furnished to NJSBA at the aforementioned address only prior to the opening date of the proposals. Verbal information obtained otherwise will not be considered in awarding of proposals. Proposers shall not be permitted to alter the terms of their proposal after the time and date of the submission thereof; however, the proposer may request that the proposal be returned prior to the closing date of the RFP.

A-13. CONDITIONAL PROPOSALS

Conditional proposals will not be accepted. Proposals may be withdrawn prior to the advertised time for receipt of proposals or authorized postponement prior thereto. Proposals received after the advertised time will not be considered and will be rejected upon receipt. Sealed proposals forwarded to NJSBA before the time of opening of proposals may be withdrawn upon written application of the proposer who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

A-14. COSTS

NJSBA assumes no responsibility and bears no liability for costs incurred by proposers in the preparation and submittal of responses to this RFP.

A-15. PROPOSAL OPENING

Proposals will be opened on July 27, 2023. Thereafter, an evaluation process will be initiated. No proposal may be withdrawn for a period of 60 calendar days after the proposal opening date. Proposals, amendments thereto or withdrawal requests received after the time advertised for proposal opening will be rejected.

A-16. REJECTION OF RESPONSES

NJSBA reserves the right to accept or reject in part or in whole any or all responses to this RFP. NJSBA shall reject the response of any proposer who is determined not to be responsible or whose response is deemed to be nonresponsive.

NJSBA reserves the right to waive minor variances in responses to this RFP. Any such waiver shall not modify any remaining RFP requirements nor excuse any proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.

The failure of a proposer to supply information concerning its responsibility may be grounds for a determination of non-responsibility.

A-17. BASIS OF PROPOSAL AWARD

Award of proposal shall be made to the proposer determined to best understand NJSBA's needs and goals for the website redevelopment project, with mindfulness to costs and other factors considered, as determined by NJSBA, in its sole discretion. Proposal evaluation criteria are stated in Section D of this RFP.

A-18. DISCLAIMERS

NJSBA reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications and/or amendments as it may deem appropriate. Receipt by NJSBA of a response to this RFP confers no rights upon the proposer, nor obligations upon NJSBA in any manner.

A-19. COMPETITIVENESS AND INTEGRITY

The proposal process is designed to prevent biased evaluations and to preserve the competitiveness and integrity of contract awards. Proposers are to direct all communications regarding this proposal to NJSBA's representative and are not to contact other NJSBA officials or employees directly unless specifically directed by NJSBA's representative. Attempts to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the proposer found to be in noncompliance.

A-20. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint proposers with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a proposer submits an equivalent, it shall be the responsibility of the proposer to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

- C. In submitting its bid, the proposer certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful proposer shall, at its own expense, defend any and all actions or suits charging such infringement, and will save NJSBA harmless from any damages resulting from such infringement.
- D. The proposer shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the proposer. The proposer will be responsible for return freight or restocking charges.

A-21. GOVERNANCE AND OPERATIONS FILE CODE 3323 SOLICITING PRICES

The Executive Director shall seek competitive prices in the exercise of his/her purchasing authority.

All purchases shall be subject to competitive pricing guidelines. Staff responsible for each program area are expected to conduct the purchasing process so that actual funds expended are equal to or less than budgeted amounts. Each staff person responsible for or assigned to a particular program area, or any part of a program, shall seek competitive prices in securing goods and services for the Association. Any purchase over \$2,500 requires a minimum of three quotes. Acceptable methods include telephone quotes, written quotes and formal "Requests for Proposals." Results of the competitive pricing will be summarized on the NJSBA quotation sheet. A copy of the quotation sheet should be forwarded to the Department of Finance and Operational Services along with the purchase order.

While not subject to the Public School Contracts Law, nonetheless, NJSBA will publicly advertise any competitive contracting purchases over the "threshold" amount, set annually by the Commissioner of Education. Interested vendors will respond to NJSBA competitive contracting advertisements on the "NJSBA Requests for Proposals" form. Specific areas for advertising proposals are not required however, public advertising will be in accord with N.J.S.A. 18A:18A-5.

Goods and services purchased regularly throughout the year (e.g., office supplies, publication production services) may be competitively priced on an annual basis. A purchase order should be completed, approved and forwarded to the Business Office, which summarizes the rates and/or unit costs agreed upon and an estimated yearly amount for such purchases with the vendor chosen, along with an annual quotation sheet. Subsequent payments to the vendor will be processed against the yearly purchase order.

The Association is entitled to State of New Jersey contract prices, and is a member of the State of New Jersey, Department of Treasury's, Cooperative Purchasing Program.

In certain instances, competitive pricing guidelines may not be utilized:

- A. Emergency situations
- B. Existing equipment compatibility
- C. Only source where only one quotation was received, but at least three bona fide vendors were contacted
- D. Contract/purchase from government agency
- E. Technical/professional services
- F. Inability to obtain three quotes

In such cases, the reasons for noncompetition will be noted on a quotation sheet. Such instances require the approval of the executive director or his/her designee.

Purchases of specific publication and costs related to attendance of specific conferences or seminars will not require a quotation sheet to be completed.

PART B. – LEGAL TERMS AND CONDITIONS

B-1. LAWS AND REGULATIONS

All applicable federal, state, and local laws and regulations, as well as policies of NJSBA shall apply to the proposal process and any resulting contract and are incorporated here by reference.

B-2. SUBCONTRACTING/ASSIGNMENT

No portion of this proposal may be subcontracted or assigned without the prior written approval of NJSBA.

B-3. MODIFICATIONS OF AGREEMENT

No modification of the scope of the award or the resulting contract shall be binding upon NJSBA unless duly approved and made in writing and signed by NJSBA's representative.

B-4. QUALIFICATIONS OF PROPOSERS (PROPOSAL REQUIREMENT #2)

All proposers must demonstrate that:

- **Registered Business Certification:** Document that proposer holds a current Registered Business Certification.
- **Technological Capability:** Demonstrated technological and staff capability and experience to deliver the project per NJSBA's specifications.
- **Marketing Experience:** A robust understanding of digital marketing and the integral function the website plays in the total marketing mix.
- **Support:** Demonstrated experience, sufficient resources and dedicated staffing available to assist in the deployment and maintenance of the website during the duration of the contract.
- **References:** Minimum of three client references. PART F: Appendix B.

NJSBA may make such investigation as it deems necessary to determine the ability of the proposer to perform the work. The proposer shall furnish any information and data for this purpose as NJSBA may request.

B-5. FORM OF CONTRACT

The resulting contract ("contract" or "agreement") shall meet the minimum requirements established in this RFP and shall include the requirements thereof unless specifically stated to the contrary in this RFP. The contract will be subject to all statutes, rules and regulations applicable to public contracts under the laws of New Jersey. Proposers are strongly encouraged to submit a proposed form of agreement (project development agreement) meeting the minimum requirements of this RFP as provided herein. Proposer shall include a template of the contract that will be used to develop the NJSBA website. The contract for this

bid shall require that the proposer agree not to discriminate in employment and agree to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 *et seq.*, as included in Attachment A of this document.

B-6. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS AS APPLICABLE

(Certificate and Sales and Use Tax Requirements, N.J.S.A. 52:32-44 *et seq.*) The proposer shall provide to the contracting agency its proof of business registration with a public bid or request for proposals no later than award of the contract, purchase order or other contracting document that evidences the agreement.

A business organization that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 *et al.* or subsection e. or f. N.J.S.A. 5:12-92, or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

B-7. AMERICANS WITH DISABILITIES ACT

It shall be a condition that any proposer, firm or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable federal regulation. The compliance requirement is included as Appendix C.

B-8. COMMON LANGUAGE

Unless otherwise specified in this document, all words shall have a common usage unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter and when the sense so indicates, words of the neuter gender may refer to any gender.

B-9. PROPRIETARY INFORMATION

All information included in any proposal that is of a proprietary nature must be clearly marked as such. NJSBA shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

Because of the need for public accountability, the following information concerning the proposal will not be considered proprietary, even if such information is clearly marked as such: prices of proposal, non-financial information concerning compliance with specifications, guarantees and warranties. In addition, NJSBA cannot guarantee that information marked proprietary may not otherwise be required to be disclosed by New Jersey law, and NJSBA shall not be liable for any information released in good faith compliance with the Open Public Records Act. N.J.S.A. 47:1A-1, *et seq.* and any other applicable law, regulation, executive order or court order.

B-10. USE OF AGENCY'S NAME

Except as otherwise provided in this RFP, the successful proposer shall not use NJSBA's name in advertising unless the request is received in writing and approved in writing by NJSBA. Any license to utilize NJSBA's name will be contingent upon mutual agreement on the amount of compensation to be provided to NJSBA for such use.

B-11. PAYMENTS

Payments will be made by NJSBA in accordance with the terms and conditions of the resulting contract. Proposer shall set forth fee and explain the fee structure and how NJSBA is to make payment to proposer over the term of the contract.

B-12. INSURANCE

The insurance documents indicated by an (X) shall include but are not limited to the following coverages. The successful proposer shall provide coverage so that all insurance coverage must be in effect no later than 12:01 a.m. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

1. Worker's Compensation Insurance

Worker's Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. General Liability Insurance

General Liability insurance shall be provided with limits of not less than \$one million dollars (\$1,000,000.00) for any one person and \$two million (\$2,000,000.00) in the aggregate for property damage, and shall be maintained in full force during the life of the contract. The consultant/administrator shall provide proof to NJSBA that it carries general liability coverage in the amount of \$1 million per claim and \$2 million in the aggregate, protecting itself against loss by reason of liability imposed upon the consultant/administrator by law or assumed under this agreement.

3. Automotive Liability Insurance

Automotive Liability insurance covering proposer for claims arising from owned, hired and non-owned vehicles with limits of not less than \$0.00 any one person and \$0.00 any one accident for bodily injury and \$0.00 for each accident for property damage, shall be maintained in full force during the life of the contract.

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name NJSBA as an additional insured. Self-insured proposers shall submit an affidavit attesting to their self-insured coverage and shall name NJSBA as an additional insured.

B-13. WARRANTIES

The proposer shall warrant that the proposal is true, accurate and complete. The proposer shall provide such other warranties as are required or recommended.

B-14. INDEMNIFICATION

The proposer shall indemnify and hold harmless NJSBA, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which NJSBA may be subjected or put by reason of injury to the person or property of another, or the property of NJSBA, resulting from:

- A. negligent acts or omissions on the part of the proposer, the proposer's agents, servants or sub proposers in the delivery of goods and services, or in the performance of the work under the contract; and,
- B. the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

B-15. TERMINATION OF CONTRACT

For the term of the agreement, NJSBA may terminate the contract in the event of a material breach by the other party. Notice of such breach shall be provided in writing, and the breaching party shall be afforded a period of 30 days to cure the breach. If the breach is not cured during such period, NJSBA may then terminate the contract.

Without prejudice to any other right or remedy available to NJSBA, at law or in equity, regarding any event described below, this agreement may be terminated by NJSBA if the successful proposer, or any parent proposer of the proposer, shall:

- A. Have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within 60 days thereafter). It is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this agreement.
- B. File for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affairs in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter).
- C. Admit in writing its inability to pay its debts as such debts become due.
- D. If, through any cause, the proposer shall fail to fulfill in a timely and proper manner obligations under the contract or if the proposer shall violate any of the requirements of the contract, NJSBA shall there upon have the right to terminate the contract by giving written notice to the proposer of

such termination and specifying the effective date of termination. Such termination shall relieve NJSBA of any obligation for balances to the proposer of any sum or sums set forth in the contract. NJSBA will pay only for goods and services accepted prior to termination.

- E. Notwithstanding the above, the proposer shall not be relieved of liability to NJSBA for damages sustained by NJSBA by virtue of any breach of the contract by the proposer and NJSBA may withhold any payments to the proposer for the purpose of compensation until such time as the exact amount of the damage due NJSBA from the proposer is determined.
- F. The proposer agrees to indemnify and hold NJSBA harmless from any liability to subproposers/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by NJSBA under this provision.
- G. In case of default by the proposer, NJSBA may procure the goods or services from other sources and hold the proposer responsible for any excess cost.
- H. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, NJSBA reserves the right to cancel the contract.
- I. It is understood by all parties that if, during the life of the contract, the proposer disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by NJSBA.
- J. The proposer will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- K. NJSBA may terminate the contract for convenience by providing 60 calendar days advanced notice to the proposer.
- L. The proposer shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- M. For contracts that exceed one year, each fiscal year payment obligation of NJSBA is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (proposer) hereunder, whether in whole or in part, NJSBA at the end of any particular fiscal year may terminate such services. NJSBA will notify the proposer in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit NJSBA to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another proposer.
- N. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national

emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by NJSBA by notice to the parties.

B-15. EMPLOYMENT PRACTICES

No firm may be issued a contract unless it complies with the affirmative action provisions of *N.J.S.A. 10:5-1 et seq.* and *N.J.A.C. 17:27-1 et seq.* as found in Appendix D.

B-16. GOVERNING LAWS AND DISPUTE RESOLUTION

This contract is to be governed by the laws of New Jersey. Proposer agrees that any action or proceeding in any way, manner or respect arising out of the RFP or contract, or arising from any dispute or controversy arising in connection with or related to the RFP or contract, shall be litigated only in the courts having status within Mercer County, New Jersey, and the proposer consents and submits to the jurisdiction of Superior Court in Mercer County, New Jersey.

If a dispute arises between NJSBA and any entity or individual as to which NJSBA is bound to the arbitration of such disputes, then the proposer agrees that the proposer can be joined as a party to such a mediation, binding arbitration or nonbinding arbitration with respect to disputes that may arise. Any and all disputes that exist only between NJSBA and the proposer, or among NJSBA, the proposer and others as to which NJSBA is not bound to the mediation, binding arbitration or nonbinding arbitration of disputes, shall be subject to the provisions of this section.

Dispute resolution practices shall not apply to disputes concerning the proposal solicitation or award process or to the formation of contents or subproposers to be entered into pursuant to the Public School Contracts Law.

B-17. ASSIGNMENT OF CONTRACT

Proposer may not assign, reassign, or sublet the contract award at any time during the life of the contract unless otherwise permitted by the RFP or required by law.

B-18. PERIOD OF CONTRACT

The term of the agreement will start with the discovery process and will complete 30 days after the launch and delivery of the completed website. All legal obligations arising from any Agreement shall survive said term pursuant to applicable statutes.

B-19. LICENSES

The successful proposer shall, at its own expense, be required to provide and maintain any and all registrations, permits and licenses as required by law.

B-20. ADDITIONAL INFORMATION OR ORAL PRESENTATIONS

Subsequent to the receipt of Proposals, NJSBA's representative may require the submission of additional information before the award of a contract, at no charge to NJSBA, to ascertain whether the services will be suitable to meet the needs as set forth in the RFP. In addition, NJSBA, in its sole discretion, may request one or more proposers to provide oral presentations to assist in the evaluation of the proposals.

B-21. PAYMENT

- A. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- C. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 - 1. Deliverables not complying with the project specification;
 - 2. Claims filed or responsible evidence indicating probability of filing claims;
 - 3. A reasonable doubt that the contract can be completed for the balance then unpaid. When the above grounds are removed, payment shall be made for amounts withheld because of them.
- D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

B-22. OTHER PROVISIONS

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
 - 1. Not use or disclose protected health information other than as permitted or required by law;
 - 2. Use appropriate safeguards to protect the confidentiality of the information;
 - 3. Report any use or disclosure not permitted;

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.
- C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.

B-23. SUMMARY OF APPENDIX DOCUMENTS

The following documents are referenced in this Request for Proposals and should be reviewed and used as appropriate by the proposer. They are found after Section E of this document.

- **Appendix A:** Questions or Requests for Clarifications Form.
- **Appendix B:** List of clients to whom you have provided similar services over the last five years. Include contact information.
- **Appendix C:** Americans with Disabilities Act contract language.
- **Appendix D:** Equal Employment Opportunity contract Language.

PART C. – PROPOSAL CONTENT/SCOPE OF WORK

C-1. COMPANY BACKGROUND

About NJSBA

The New Jersey School Boards Association (**“Association or NJSBA”**) is a nonpartisan, state-created federation of boards of education founded in 1914. It provides mandated governance training to board of education members representing **all** public school districts and the trustees representing the majority of the state’s charter schools.

NJSBA has full-time professional staff, deemed school officials, as defined by the state School Ethics Commission. The NJSBA delivers direct services, professional learning, advocacy and resources to school boards across the state to advance public education and promote the achievement of all students.

The NJSBA serves as a one-stop-shop for public school boards concerning policy, news and information, legal and labor relations resources and services specifically geared for elected and appointed local board of education officers.

The Association offers its members unparalleled service, so they can positively support the education of New Jersey’s 1.4 million public school students.

Website Audience

NJSBA serves approximately 4,800 individual board members representing 581 public school districts in New Jersey. Numerous associate and affiliate members round out the membership, including charter schools, educational services commissions, school board attorneys, personnel administrators and educational negotiators.

In addition, NJSBA delivers training and services to other education leaders and district team members in New Jersey, including school superintendents, business administrators, school facilities directors, school technology professionals, curriculum directors, librarians and more.

Beyond the constituents in the NJSBA database, the NJSBA website should serve as a resource for anyone looking for information on key issues on public education in New Jersey, including parents of New Jersey public school students, members of the news media and education professionals. The site should also attract companies that wish to connect with New Jersey school districts through NJSBA’s Corporate Partnership Program, annual conference and advertising opportunities.

C-2. PROJECT BRIEF

NJSBA is seeking a redesigned website that truly represents its mission, vision and values. The new site should be built on an easy-to-maintain content management system, (WordPress compatible, which is what our current site is built on) with seamless integration to Cobalt (<https://www.cobalt.net/>) Integration with the following platforms: NJSBA’s Association Management System/ Cobalt; its Learning Management System (“LMS”), Canvas; its communities platform, Higher Logic; its Grants Portal, The Grants Office, and

its board meeting management/policy system, BoardDocs, and our event management platform, Swoogo. The new site should also include an integration for customizable dashboards based on the logged-in user roles. For example, a strategic planning dashboard for logged in district representatives to provide progress updates towards goal completion. This package will be an add-on, user specific package, not available to all users.

The new site should be clean in appearance and easy to navigate, and should include an intuitive, intelligent search function that searches both the WordPress database and the Cobalt database. The goal is for the new website to serve as a valuable source of information for NJSBA members, as a tool to help NJSBA successfully promote its resources and services (both dues-based and fee-based), its training and its mission, and as an information source for the general public about the Association and issues in public education. The site should effectively blend multimedia content including webinars not hosted on the LMS, videos, audio and graphics. The site should also incorporate a jobs board for posting internal, dues-based and fee-based job openings.

Additionally, NJSBA is seeking a solutions partner to help in the development of its content strategy for the web following a thorough content audit. The new site should be inviting, intuitive, engaging and informative. The site should also integrate Google analytics throughout and must be fully WCAG compliant.

C-3. PROJECT GOALS/OBJECTIVES

Current Website

The current website – which was redesigned in 2015, launched in 2016 – is visually underwhelming and needs modernization. Users find it difficult to find important information, even within the search function. It contains a wealth of information that is not easily accessible to users.

The site in its current format makes it difficult to effectively promote the efforts of NJSBA, its mission, training and services. It is also not well formatted for showcasing video content, webinars, articles and other tools our members may find valuable. The content is overwhelming and text heavy. The site should have more visual movement, such as videos and animated graphics.

This site is also organized by our internal department structure, not in a way that members would find content easily organized. Users make too many clicks to reach the content they are looking for. The login for members only also needs to be more prominent.

This site in its current state is not WCAG compliant.

The website also does not provide an opportunity to showcase Corporate Partner content in a way that provides value to the membership.

From an internal standpoint, there are still manual processes that we would like to have automated such as the updating of information on the county pages.

New Website

The NJSBA website should be recognized as the state's most prominent resource for information on education policy and legislation, training for New Jersey school officials, and support for New Jersey's 4,800 school board members. The website will demonstrate why local school board governance is critical to the achievement of students, regardless of background.

The new design should produce an easy-to-navigate website, with improved organization of the resources and information available to NJSBA's diverse audience.

The ultimate goal for the redesign is that the NJSBA website is positioned as the preeminent resource for education leaders, especially during the development and implementation of educational policy decisions.

- Members are educated on the benefits available to them from the NJSBA through several tools, including articles, FAQs, training and video media available on the website.
- News, events and updates are timely and motivate members to engage with NJSBA – and in some cases, their legislators.
- Training materials and courses are available on demand to users and reflect the current learning needs of school board members as well as align with technology initiatives in education.

C-4. FEATURES AND FUNCTIONALITY REQUIREMENTS

Please review the following and detail how your proposer will address each through NJSBA's website redesign project in Section E-2.

Functionality Features

1. Automate or increase efficiency of website management and administration processes.
2. Offer dynamic content based on searches and preferences, exclusively for logged-in members.
3. Ability to cross-promote content from other pages.
4. Built with the ability to monetize the site through paid services, content and advertising.
5. Improve navigation by making it more descriptive.
6. Improve search function and make it more advanced.
7. Highlight more video content.
8. Streamline content and design to increase user engagement.
9. Centralize resources (where feasible).
10. Improve system design, interface, and user-friendliness – less clicks to find information.
11. Increase member engagement, as demonstrated through increased traffic and longer duration times on the site.
12. Accessibility Requirements – most current WCAG standards.

Technical Features

1. **Development Environment:** The website should have two environments: test and production.
2. **User Management:** The ability to support site administrators, content editors and organization members. Solution provides functionality whereby content is easy to maintain by the NJSBA's content providers and does not require HTML to add or change content.

3. **Media Management:** System supports a variety of media — photos, images, graphics, video, and documents.
4. **Search Engine Optimized:** Platform allows editors to optimize site content for search engines by leveraging meta data, human readable URLs, and auto sitemap generation.
5. **Integration with Third-Party Systems:** CMS can be integrated with third-party services already being used by NJSBA through plug-ins, modules, or API development.
6. **Responsive Design:** Website allows users to view the site from a variety of mobile devices, such as tablets or mobile phones without loss of functionality. Navigation must be mobile friendly.
7. **Search Function:** The site should include an easy-to-use advanced search feature to quickly locate any content on the site, including the WordPress database, Cobalt database, BoardDocs and other members-only areas.
8. **Navigation:** The site should be easy to navigate.
9. **Hosting:** The website should be hosted on NJSBA's cloud resources and not dependent on the vendor's hosting.
10. **Additions:** The proposal must specify dependencies that may involve additional licenses, costs, or time to acquire. This includes but is not limited to servers, networks, operating systems, databases, web servers, plugins and other software.

C-5. PROJECT SCOPE/DELIVERABLES

Please detail the process for delivering on each of the following key aspects of the NJSBA website redesign project in Section E-3.

Number each item to correspond with noted deliverables, describe the process used for delivery and assign costs next to each item where possible.

1. Project management.
2. Research/development, including the discovery process.
3. Content strategy.
4. Content migration.
5. Information architecture.
6. Website design and theme customization.
7. Training and documentation to support this project.
8. Quality assurance testing and defect remediation.
9. Deployment of the new website.
10. Ongoing support/maintenance beyond the completion of the project. Break down any costs associated with CMS upgrades, future website strategy analysis and implementation to keep the site fresh and up-to-date.

C-6. TIMELINE

Provide a completion date for the project, based on delivery of ALL items in Section C-4 and C-5 above.

C-7. BUDGET/FEE PROPOSAL

Explain the fee structure of the project and estimated costs involved.

- A. NJSBA is exempt from any local, state or federal sales, use or excise tax. NJSBA will not pay for N.J. State Sales and Use Tax that are included in any invoices.
- B. Estimated Quantities (Open-End Contracts): NJSBA has attempted to identify the website parameters to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for proposals. The right is reserved to decrease or increase the scope specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Proposer shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Proposers shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the proposer, F.O.B. destination and placement at locations specified by NJSBA. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the proposer's convenience.
- E. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if NJSBA opts to extend terms and conditions of the contract, the proposer agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

C-8. SUBMISSION REQUIREMENTS

- Requested information from Part C four through seven.
- Requested information from Part E.
- Requested information from Part F and Appendixes.
- Requestion information from Part G and Proposal Forms
- Required certifications from Part H.

Draft Agreement (Proposal Form 3 - Draft Agreement)

Proposer shall submit a draft agreement (contract) that sets forth the terms and conditions of all elements necessary for the development and implementation of the new NJSBA website. Agreements with language contradictory to the RFP must be submitted during the question-and-answer period.

PART D. PROPOSAL EVALUATION

D-1. PROPOSAL EVALUATION

Proposal evaluation will be performed by NJSBA. The award of the contract shall be made to the responsible proposer whose responsive proposal is determined to be the most advantageous to NJSBA, price and other factors considered, taking into consideration the proposal criteria set forth below. Proposers may be contacted for clarification regarding their proposals. Documented poor performance of proposers on previous contracts with NJSBA will be considered during evaluation and may be sufficient cause not to award.

D-2. EVALUATION CRITERIA

All proposals will be reviewed by NJSBA. Only those proposals found by NJSBA to be fully responsive to the submission requirements will be evaluated pursuant to these criteria.

NJSBA may conduct interviews with finalists to clarify information provided in the proposals. Any presentation shall address only those matters pertaining to the proposer's submission, pursuant to N.J.A.C. 5:34-4.3. NJSBA may make a final selection of proposers to interview based upon such factors as deemed to be in NJSBA's and its members' best interests, in NJSBA's sole and absolute discretion.

The following evaluation criteria, not necessarily listed in order of significance, will be used to evaluate responses to this RFP.

Proposer Overview and Qualifications

Preference will be given to proposers demonstrating strong capabilities, experience and proven track record and reputation in undertakings similar to those described in this RFP including a:

- Record of industry experience in developing website solutions to address marketing challenges and business goals and objectives; experience working on a variety of CMS platforms and with membership-based organizations.
- Availability and quality of personnel and other resources including documentation of experience of proposed staff in performing similar work:
 - a. Ability to implement the project
 - b. Fee proposal
 - c. Technical expertise
 - d. Management of program
- Best interests of NJSBA.

Specific Evaluation Criteria

The following evaluation criteria and weighting shall be used to formally evaluate all proposals and to subsequently determine a final contract award. The award will be made to the qualified respondent whose proposal is most advantageous to NJSBA with costs and other factors considered. NJSBA may reject any and all proposals.

- A. **Industry Experience (20%)** —How many websites has the proposer developed? How many years has the proposer been in business? Does the proposer have experience across multiple content management system platforms? Does the proposer have experience in digital marketing and content strategy? What are the findings upon review of the proposer’s references?
- B. **Comprehensiveness (40%)** — The ability of the proposer to provide all aspects of the proposal requirements, and the extent to which the proposed redesign provides the features and capabilities outlined above.
- C. **Personnel (20%)** — Does the proposer document the availability and quality of personnel with the experience and knowledge to successfully deliver on the requirements for this project as described in the RFP?
- D. **Costs (20%)** — The proposer must detail the costs/fees necessary to implement all aspects of the NJSBA website redesign project.

PART E. – FORM OF PROPOSAL

Proposals must be submitted in the format outlined in this section. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. NJSBA reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

The first page that should appear in the response is the Proposal Cover Form. This shall include the name and address of the proposer along with the name, address, telephone number and email address of the individual responsible for the preparation of the proposal. Thereafter, the proposal should contain the following numbered sections:

E-1. EXECUTIVE SUMMARY

The executive summary should be no more than two pages and be suitable for those audiences who do not require the entire proposal. The executive summary should briefly describe the proposer's understanding of NJSBA's need for a website redesign and experience in the development of comprehensive websites on content management systems.

E-2. RESPONSE TO C-4: FEATURES, FUNCTIONALITY

This Section of the proposal should contain the proposer's response to all of the specifications in Section C-4 of this Request for Proposal followed by such additional information as the proposer believes would be helpful to NJSBA in evaluating proposer's ability to redesign the NJSBA website, placing NJSBA's goals and objectives at the forefront.

The response should address all elements of experience in accomplishing the outlined goals for the project.

E-3 RESPONSE TO C-5: PROJECT SCOPE/DELIVERABLES

Provide a description of proposer's experience in performing services of the type described in this RFP. Specifically identify examples of work within the scope of services required under this RFP.

Proposer shall also provide the location of the primary office or offices responsible for the engagement and describe how they will deliver onsite and/or remote assistance to a client based in Trenton, New Jersey.

E-4. EXPERIENCE, QUALIFICATIONS AND ABILITY TO IMPLEMENT

This section of the proposal should contain all of the information that NJSBA will reasonably require to evaluate proposer's experience, qualifications and ability to redesign the NJSBA website.

This shall include a staffing plan and organization chart listing those persons who will be assigned to the engagement if the proposer is selected, including the designation of the person who would be the proposer's contact for all services required under the contract. This portion of the proposal should include

the relevant resume information for individuals who will be assigned, including, at a minimum, a description of the person's relevant professional experience, years and type of experience and number of years with the proposer.

Include a sample implementation plan with suggested timelines.

Please include the following information:

1. Proposer background and history.
2. Location.
3. Portfolio of comparable sites.
4. Total number of websites developed by your proposer.
5. Experience with WordPress.
6. Total staff members.
7. Project management methodology.
8. Total team members assigned to this project.
9. Support process.
10. Core capabilities.
11. Qualifications.

E-5. CLIENT LIST (REFERENCES) AND EXPERIENCE

Provide a list of clients/references to whom you have provided similar services during the past five years, including projects administered (Appendix B), that demonstrate the scope of the proposer's ability to redesign and deploy the NJSBA website.

In submitting the client list/references, the proposer grants NJSBA the authority to contact clients to discuss their website projects and the proposer's performance (documented on Appendix B).

E-6. REQUIRED FORMS

Section E-6 must contain all the proposal forms and proposal requirements that the proposer shall sign and submit with the proposal, including any documentation or other information required in conjunction with those forms, except as required above.

- **Proposal Cover Form**
- **Proposal Form 1:** Proposer's checklist.
- **Proposal Form 2:** Proposer Information, certification and representations.
- **Proposal Form 3:** Draft agreement.
- **Proposal Form 4:** Required certifications (Use of form is optional, certifications are required).
- **Proposal Form 5:** Acknowledgment of Receipt of Addenda (Required where addenda are issued).

PART F. – APPENDICES

APPENDIX A

QUESTIONS, REQUESTS FOR CLARIFICATION AND EXCEPTIONS FORM

Pursuant to Section A-4 of the RFP:

Any issues that a proposer may have with regard to the legal or technical terms of the request for proposals must be raised in the question period and resolved before the submission of a proposal. Accepted proposals will be subject to the minimum terms contained herein.

If a proposer has a form of agreement, license agreement or other terms and conditions that are intended to be part of the proposer’s proposal, the proposer should submit such agreement or terms and conditions during the question period and ask if they are acceptable.

If the proposer seeks to request consideration of forms of agreement, license agreements or to modify core terms and conditions of the specifications or proposal criteria contained in this RFP and any addenda, they must be clearly stated below and on separate pages if necessary and attached to this page to be returned with your proposal.

Name of Firm:

Address:

Signature of Principal Contact:

Name of Principal Contact:

Title:

Email:

Telephone:

REQUESTED MODIFICATIONS, CLARIFICATIONS OR DOCUMENTS TO BE CONSIDERED ARE NOTED AS FOLLOWS:

Please attach copies of any documents to be considered.

Exceptions for consideration are also noted on the _____ pages attached.

APPENDIX B

CLIENT REDESIGN PROJECTS FOR THE PAST FIVE YEARS FORM

List similar services administered pursuant to Section E-5 using the format below. In submitting this program, the proposer grants NJSBA the authority to contact owners of those programs to discuss the program and the proposer with them. (Copy this form and submit additional pages as necessary.)

Program No: _____ **of -** _____

OWNER: _____

PROGRAM NAME: _____

PROGRAM DATA: _____

PROGRAM DESCRIPTION: Succinct summary of the completed website redesign work scope, construction scope, etc.

PROGRAM INVOLVEMENT: Brief description of your direct involvement in the project from inception to completion.

PROGRAM REFERENCES, AS APPLICABLE

OWNER: _____

Contact name/title at project completion: _____

Phone: _____

Email: _____

APPENDIX C

STANDARD BID DOCUMENT REFERENCE

	Reference: VII-B
Name of Form:	MANDATORY LANGUAGE - AMERICANS WITH DISABILITIES ACT OF 1990
Statutory Reference:	Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. S121 01 <i>et seq.</i>)
Instructions Reference:	Statutory and Other Requirements VII-B
Description:	The Act prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

The federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

(Form of Agreement at Execution of Contract)

The proposer and NJSBA (hereafter "NJSBA") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12131 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of NJSBA pursuant to this contract, the proposer agrees that the performance shall be in strict compliance with the Act. In the event that the proposer, its agent, servants, employees, or subproposers violate or are alleged to have violated the Act during the performance of this contract, the proposer shall defend NJSBA in any action or administrative proceeding commenced pursuant to this Act. The proposer shall indemnify, protect, and save harmless NJSBA, its agent, servants and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The proposer shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to NJSBA's grievance procedure, the proposer agrees to abide by any decision of NJSBA that is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against NJSBA, or if NJSBA incurs any expense to cure a violation of the Act that has been brought pursuant to its grievance procedure, the proposer shall satisfy and discharge the same at its own expense.

NJSBA shall, as soon as practicable after a claim has been made against it, give written notice thereof to the proposer along with full and complete particulars of the claim, If any action or administrative proceeding is brought against NJSBA or any of its agents, servants and employees, NJSBA shall expeditiously forward or have forwarded to the proposer every demand, complaint, notice, summons, pleading, or other process received by NJSBA or its agents.

It is expressly agreed and understood that any approval by NJSBA of the services provided by the proposer pursuant to this contract will not relieve the proposer of the obligation to comply with the Act and to defend, indemnify, protect and save harmless NJSBA pursuant to this paragraph.

It is further agreed and understood that NJSBA assumes no obligation to indemnify or save harmless the proposer, its agents, servants, employees and subproposers for any claim that may arise out of their performance of this agreement. Furthermore, the proposer expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the proposer's obligations assumed in this agreement, nor shall they be construed to relieve the proposer from any liability, nor preclude NJSBA from taking any other actions available to it under any other provisions of the agreement or otherwise at law.

APPENDIX D

STANDARD BID DOCUMENT REFERENCE

		Reference: VII-A-1
Name of Form:	MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR GOODS AND SERVICES (INCLUDING PROFESSIONAL SERVICES) CONTRACTS	
Statutory Reference:	N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.	
Instructions Reference:	Statutory and Other Requirements VII-A-1	
Description:	Exhibit A of Bid Specification	

The document is the mandatory language for goods and services bid specifications and contracts pursuant to N.J.A.C. 17:27-3.4, and the mandatory bid specification and contract language for employment goal compliance for goods and services at N.J.A.C. 17:27-3.6. A complete review of both rule provisions is recommended.

EQUAL EMPLOYMENT OPPORTUNITY ACT

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the proposer agrees as follows:

The proposer or subproposer, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the proposer will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The proposer agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

The proposer or subproposer, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the proposer, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The proposer or subproposer will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the proposer's commitments under this chapter and shall post copies of the notice in conspicuous place available to employees and applicants for employment.

The proposer or subproposer, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

The proposer or subproposer agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27 5.2*.

The proposer or subproposer agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.

The proposer or subproposer agrees to revise any of its testing procedures, if necessary, to ensure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the targeted employment goals, the proposer or subproposer agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of New Jersey, and applicable federal law and applicable federal court decisions.

The proposer shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the proposer to NJSBA and the Division. This approval letter is valid for one year from the date of issuance.
- Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to NJSBA as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
- The successful proposer shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations (electronically provided by the Division and distributed to the public agency through the division's website at https://www.state.nj.us/treasury/contract_compliance/).

The proposer and its subproposers shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

AFFIRMATIVE ACTION

If, prior to or at the time the agency submits a contract for signing, a proposer does not submit to the agency evidence of an existing federally approved or sanctioned affirmative action program; then, no later than three days after the proposer signs the contract, the proposer shall complete and submit the appropriate forms to the agency and the Affirmative Action Office. The proposer should retain the copy marked "Proposer," submit the copy marked "Public Agency" to the agency, and the remaining copies shall be immediately forwarded to:

Division of Public Contracts Equal Employment Opportunity Compliance
PO Box 209
Trenton, N.J. 08625

Proposers shall be required to comply with the provisions of N.J.A.C. 17:27-1 *et seq.*, regarding Affirmative Action.

PART G. - FORMS

PROPOSAL COVER FORM

PROPOSAL FOR NJSBA WEBSITE REDESIGN

SUBMITTED BY:

Name of Firm:	
Address:	
Name of Principal Contact:	
Email:	Telephone:

PROPOSAL FORM 1

PROPOSER'S CHECKLIST

Company:

The following checklist shall be completed with the proposal and submitted to NJSBA as part of the proposal. Initial each item to confirm its inclusion.

SECTION # AND ITEM	INITIAL
1. Executive Summary	
2. Response to Features and Functionality Requirements	
3. Response to Project Scope/Deliverables	
4. Timeline	
5. Budget/Fee Proposal	
4. Company Profile. Experience, Qualifications and Ability to Implement	
5. References and Experience (Project Case Study Form)	
Required Forms:	
Proposal Requirement: Proposal Cover Form	
Proposal Form 1: Proposer's Checklist	
Proposal Form 2: Proposer Information, Certification and Representations	
Proposal Form 3: Draft Agreement	
Proposal Form 4: Bid Proposal Form (Optional)	
Proposal Form 5: Acknowledgement of Receipt of Addenda (If addenda are issued)	

NOTE: Failure to complete and submit all of the above documents as required and on forms where provided within will result in a rejection of your proposal.

By placing my initials in the boxes provided above, I acknowledge having read and fully understand all the requirements of each of the documents referenced herein.

PROPOSER (Signature)

PROPOSER (Print Name)

DATED: _____

PROPOSAL FORM 2

PROPOSER INFORMATION, CERTIFICATION AND REPRESENTATIONS

FROM PROPOSER:

Name of Firm:

Address:

The undersigned proposer being duly authorized and on behalf of the firm named above:

A Having examined these documents and having full knowledge of the condition under which the products and services described herein must be performed, hereby proposes that the proposer (we) shall fulfill the obligations contained herein in accordance with all terms, conditions, specifications and proposal criteria set forth, and that we will furnish all required products and payments in strict conformity with these documents for the stated process as payment in full.

B In signing this proposal, we hereby certify that:

- 1 We possess the qualifications and credentials to perform the contract outline in the Request for Proposals.
- 2 We have reviewed the contract documents, site, facilities and all local conditions and laws and regulations that in any manner may affect cost, progress, or performance.
- 3 We have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; and that the above statement is accurate under penalty of perjury.
- 4 We have read and fully understand the Request for Proposals. This proposal is submitted with having had any and all questions answered and fully and satisfactorily explained.
- 5 Acknowledge receipt of the applicable addendum:

ADDENDUM #	DATE

C The undersigned certifies his/her position as a representative of the named firm and is authorized by the proposer to submit the proposal for and bind the above named firm and that the said proposal is executed with full authority to do so.

D This proposal is valid for a minimum 60 days from the date of the opening of proposals.

E Certification:

Authorized Signature:

Title:

Printed Name:

Email:

Telephone:

FEIN OR Tax ID Number:

Subscribed and sworn to before me this ____ day of _____, 20__.

(Seal) Notary Public of New Jersey/(Specify Other State)

My Commission Expires _____ 20__.

THIS FORM SHALL BE COMPLETED, SIGNED, AND NOTARIZED

PROPOSAL FORM 3

DRAFT AGREEMENT

- A. Attach a draft agreement/contract to be executed with NJSBA.

PROPOSAL FORM 4

STANDARD BID DOCUMENT REFERENCE

		Reference: I-G
Name of Form:	BID PROPOSAL FORM	
Statutory Reference:	NONE	
Instructions Reference:	Submission of Bids I-G	
Description:	This is a concise format for submittal of prices offered by bidder. Other formats that include detailed price breakdowns, unit prices and extensions may be suitable if the basic information is included.	

The form must be completed fully and contain an original signature of the bidder or its authorized agent.

Please note, the Bid Proposal Form on the following page is a sample.

BID PROPOSAL FORM

(Contract Title and Bid Number, if applicable)

(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words

\$ _____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title

Telephone Number

Date

Fax Number

E-mail address

STANDARD BID DOCUMENT REFERENCE

		Reference: III
Name of Form:	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	
Statutory Reference:	N.J.S.A. 40A:11-23c. 1), 2), & 3)	
Instructions Reference:	Interpretation and Addenda III	
Description:	Recommended administrative method for securing Acknowledgment of receipt of addenda by bidders	

Should it be necessary to issue addenda, it is recommended that an acknowledgement form for receipt of addenda accompany same.

New Jersey School Boards Association

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

PART H. - CERTIFICATIONS

REQUIRED PROPOSER'S CERTIFICATIONS

By signing below, the undersigned hereby certifies to the following requirements of this proposal:

1) **CERTIFICATE OF INSURANCE STATEMENT:** The proposer fully understands the insurance requirements as stated in the Request for Proposals and agrees to provide all insurance required documents prior to award of contract.

2) **BUSINESS REGISTRATION CERTIFICATE STATEMENT:** The proposer fully understands the requirements of the Business Registration Certificate Statement as stated in the Request for Proposals, and shall provide a Business Registration Certificate for itself with this submission or prior to contract award, and that of any and all subproposers, if applicable, performing work under this contract.

3) **TOTAL AMOUNT OF UNCOMPLETED CONTRACTS:** It is certified that the amount of uncompleted work on contracts is \$ _____. The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13. I further certify that the amount of this proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

4) **VERIFICATION OF QUALIFICATIONS:** The undersigned, being hereby authorized, requests any person, firm or corporation to furnish any information requested by NJSBA in verification of the recitals comprising this proposal.

5) **STOCKHOLDER DISCLOSURE CERTIFICATION:** The proposer required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

It is certified that there have been no changes in ownership or substantial change in the qualification information subsequent to the latest statement submitted as required under N.J.A.C. 17:19-2.12, except as set forth herewith (list any material adverse changes below or indicate "none").

Subscribed and sworn before me this
__ day of _____, 20 __.

(Notary Public)

My Commission expires:

Certified by:

(Affiant)

(Print name & title of affiant)

(Name of business)

(Corporate Seal)

STANDARD ACKNOWLEDGMENT OF ADDENDA REFERENCE

STANDARD BID DOCUMENT REFERENCE

Section 4

Name of Form:	ACKNOWLEDGEMENT OF RECEIPT OF REVISIONS OR ADDENDA	Instruction Reference:	III-C		
	Y/N		Mandatory	Optional	N/A
Applicability	LPCL	Y	Goods and Services	X	
	PSCL	N	Construction	LPCL Only	
Source References:	N.J.S.A. 40A:11-23(c) and (d) In part: N.J.S.A. 18A:18A-21(c) and (d)				
Supplemental Reference:	III				
Description:	Recommended administrative method for securing Acknowledgment of Receipt of Addenda by bidders.				

Publishing & Notice Requirements for Bid Addenda N.J.S.A. 40A:11-23(c) and (d) and 18A:18A-21(c) and (d)

Action	TYPE OF BID SOLICITATION		
	Goods & Services	Construction Work	Municipal Solid Waste Collection and Disposal
Publish in an official newspaper of the contracting unit	Yes	Not required	Publishing in a newspaper and in at least one of general circulation published in the state
Publication date and time for addenda	No later than 7 business days, Saturdays, Sundays and holidays excepted prior to acceptance and opening of bids	A notice to any person or organization who has submitted a bid, requested or received a bid package, no later than 7 business days, Saturdays, Sundays and holidays excepted prior to acceptance and opening of bids	No later than 7 business days, Saturdays, Sundays and holidays excepted prior to acceptance and opening of bids

STANDARD AFFIRMATIVE ACTION REFERENCE

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-A
Name of Form:	AFFIRMATIVE ACTION COMPLIANCE NOTICE
Statutory Reference:	N.J.S.A. 10:5-31 (P.L 1975, c.127) and N.J.A.C. 17:27-1 <i>et seq.</i>
Instructions Reference:	Statutory and Other Requirements VII-A-1
Description:	To assure vendor compliance with State affirmative action requirements.

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

This form provides the bidder guidance on the requirements. It is advisory in nature only and is a non-mandatory, waivable form.

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting
 Department of the Treasury
 State of New Jersey
 P.O. Box 209
 Trenton, NJ 08625-0209
 609-292-5473
 E-mail: www.state.nj.us/treasury/contract_compliance/ccmail.html

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful proposer's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 *et seq.*

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the proposer is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the proposer in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 *et seq.* and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said proposer fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 *et seq.*

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Standard Stockholder Certification

		Reference: VII-C
Name of Form:	STOCKHOLDER DISCLOSURE CERTIFICATION	
Statutory Reference:	N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)	
Instructions Reference:	Statutory and Other Requirements VII-C	
Description:	Meets statutory criteria for disclosure of bidder's ownership.	

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. This Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this
__ day of _____, 20 __.

(Notary Public)

My Commission expires:

Certified by:

(Affiant)

(Print name & title of affiant)

(Name of business)

(Corporate Seal)

STANDARD BUSINESS REGISTRATION REFERENCE

		Reference: VII-D
Name of Form:	BUSINESS REGISTRATION CERTIFICATE	
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)	
Instructions Reference	Statutory and Other Requirements VII-D	
Description:	Proposer must provide State Division of Revenue issued Business Registration Certificate with the bid submission.	

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM-BRC(08-01)		

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

STANDARD NON-COLLUSION REFERENCE

		Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT	
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15	
Instructions Reference:	Statutory and Other Requirements VII-H	
Description:	The Owner’s use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.	

AFFIDAVIT OF NON-COLLUSION

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being
duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,
except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

STANDARD ELEC REFERENCE

		REFERENCE: VII-I
Name of Form:	FORMS TO BE PROVIDED BY ELEC	
Statutory Reference:	N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271,S.3)	
Instructions Reference:	Statutory and Other Requirements VII	
Description:	Disclosure of Contributions to ELEC	

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. <https://www.elec.nj.gov/pay2play/p2p.html>. ELEC can also impose fines for failure to comply with this requirement.

While NJSBA has no role in this process, it is recommended as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

STANDARD BID DOCUMENT REFERENCE

		Reference: VII-A
Name of Form:	AFFIRMATIVE ACTION COMPLIANCE NOTICE	
Statutory Reference:	N.J.S.A. 10:5-31 (P.L 1975, c.127) and N.J.A.C. 17:27-1 <i>et seq.</i>	
Instructions Reference:	Statutory and Other Requirements VII-A-1	
Description:	To assure vendor compliance with State affirmative action requirements.	

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

This form provides the bidder guidance on the requirements. It is advisory in nature only and is a non-mandatory, waiveable form.

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting
 Department of the Treasury
 State of New Jersey
 P.O. Box 209
 Trenton, NJ 08625-0209
 609-292-5473
 E-mail: www.state.nj.us/treasury/contract_compliance/ccmail.html.

**STANDARD BID DOCUMENT
REFERENCE**

**Section
11**

Name of Form:	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN			Instruction Reference:	VII-F	
		Y/N		Mandatory	Optional	N/A
Applicability	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction	X		
Source References:	<i>N.J.S.A. 52:32-55 et seq.</i> <i>N.J.S.A. 40A:11-2.1</i> <i>N.J.S.A. 18A:18A-49.4</i>					
Supplemental Reference:						
Description:	P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form.					

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name:	
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Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX**.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

I certify, I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the New Jersey School Boards Association is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the New Jersey School Boards Association to notify the New Jersey School Boards

Association in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the New Jersey School Boards Association and that the New Jersey School Boards Association at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name

Title:

Signature:

Date:

ATTACHMENT A - NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 *ET SEQ.*

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the proposer agrees that:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no proposer, nor any person acting on behalf of such proposer or subproposer, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No proposer, subproposer, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the proposer by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the proposer from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 *et seq.*).